

Supplier Code of Conduct

1. Introduction/Preamble

KG Deutsche Gasrußwerke GmbH & Co (hereinafter "Company") is committed to ecologically and socially responsible corporate governance. We expect the same behavior from all our suppliers. We also require our employees to observe the principles of ecological, social and ethical conduct and to integrate them into the corporate structure. Furthermore, we strive to continuously optimize our corporate actions and our products in terms of sustainability and ask our suppliers to contribute to this in terms of a holistic approach.

For future cooperation, the contractual partners agree on the validity of the following regulations for a joint code of conduct. The contractual partners undertake to comply with the principles and requirements of the Code of Conduct and to endeavor to contractually oblige their subcontractors to comply with the standards and regulations listed in this document. This agreement shall become effective upon signature. A violation of this Code of Conduct may ultimately be grounds and cause for the company to terminate the business relationship including all associated supply contracts.

The Code of Conduct is based on national laws and regulations such as the Supply Chain Sourcing Obligations Act (LkSG), as well as international conventions such as the United Nations Universal Declaration of Human Rights, the Guidelines on Children's Rights and Business Conduct, the United Nations Guiding Principles on Business and Human Rights, and the international labor standards of the International Labor Organization.

2. Supplier Requirements

2.1 Social Responsibility

- **Exclusion of Forced Labor**

No forced labor, slave labor, or labor comparable thereto shall be used. All work must be voluntary and without threat of punishment. Employees must be able to terminate work or employment at any time. In addition, there must be no unacceptable treatment of workers, such as psychological hardship, sexual and personal harassment, and humiliation. The hiring or use of security guards must be refrained from if, during their use, persons are treated or injured in an inhumane or degrading manner or if freedom of association is impaired.

- **Prohibition on Child Labor**

Child labor may not be used in any phase of production. Suppliers are required to comply with the recommendation from the ILO conventions (ILO = International Labor Organization) on the minimum age for the employment of children. According to this, the age should not be less than the age at which compulsory education ends according to the law of the place of employment and in any case not less than 15 years. If children are found at work, the supplier shall document the measures to be taken to remedy the situation and enable the children to attend school. The rights of young workers shall be protected.

Under 18 year olds shall not be assigned to work that is harmful to the health, safety or morals of children. Special protective regulations shall be observed.

- **Fair Remuneration**

The remuneration for regular working hours and overtime must correspond to the national statutory minimum wage or the minimum standards customary in the industry, whichever is higher. Employees must be provided with all benefits required by law. Wage deductions as a punitive measure are not permitted. The supplier shall ensure that employees receive clear, detailed and regular written information on the composition of their remuneration.

- **Fair Working Hours**

Working hours must comply with applicable laws or industry standards.

- **Right to Organize**

The right of employees to form and join organizations of their choice and to bargain collectively and to strike shall be respected. Employee representatives shall be protected from discrimination. Employees shall not be discriminated against on the basis of establishing, joining or being a member of such an organization. Employee representatives shall be granted free access to the workplaces of their colleagues to ensure that they can exercise their rights in a lawful and peaceful manner.

- **Prohibition of Discrimination**

Discrimination Unequal treatment of employees in any form is inadmissible unless it is justified in the requirements of employment. This applies, for example, to discrimination based on gender, race, caste, national, ethnic or social origin, skin color, disability, health status, political conviction, origin/belief, religion, age, pregnancy or sexual orientation. The personal dignity, privacy and personal rights of each individual are respected.

- **Health Protection, Workplace Safety**

The supplier is responsible for a safe and healthy working environment. By setting up and applying appropriate occupational safety systems, necessary precautionary measures are taken against accidents and damage to health that may arise in connection with the activity. Employees shall be provided with access to drinking water in sufficient quantity as well as access to clean sanitary facilities.

- **Preservation of the natural basis of life**

The supplier shall not, in violation of legitimate rights, deprive land, forests or waters, the use of which secures the livelihood of persons. He shall refrain from harmful soil changes, water and air pollution, noise emissions as well as excessive water consumption if this harms the health of persons, significantly impairs the natural basis for the production of food or prevents the access of persons to safe drinking water or sanitary facilities.

- **Complaint Mechanisms**

The supplier must pass on information received from KG Deutsche Gasrußwerke GmbH & Co. regarding accessibility, responsibility and the implementation of a complaints procedure to his employees in an appropriate manner. The complaints procedure must be accessible to disadvantaged parties. To the extent that no indication is given, the supplier itself shall be responsible at plant level for establishing an effective grievance mechanism for individuals and communities who may be affected by adverse impacts.

- **Handling Conflict Minerals**

For the conflict minerals tin, tungsten, tantalum and gold, as well as for other raw materials such as cobalt, the company is establishing processes in accordance with the Organization for Economic Cooperation and Development (OECD) Due Diligence Guiding Principles for Promoting Responsible Supply Chains for Minerals from Conflict and High-Risk Areas and expects the same from its supplier.

2.2 Environmental Responsibility

- **Handling of Waste and Hazardous Materials**

The prohibitions on the export of hazardous wastes in the Basel Convention of March 22, 1989, as amended, shall be observed. Chemicals or other materials that pose a hazard when released into the environment shall be identified and handled in a manner that ensures safety during their handling, transport, storage, use, recycling or reuse, and disposal. Mercury shall be used in accordance with the prohibitions of the Minimata Convention of October 10, 2013, and persistent organic pollutants shall be used in accordance with the Stockholm Convention of May 23, 2001, as amended.

- **Reduce Consumption of Raw Materials and Natural Resources**

The use and consumption of resources during production and the generation of waste of any kind, including water and energy, shall be reduced as far as possible.

- **Dealing with Energy Consumption/Efficiency**

Economic solutions must be found to improve energy efficiency and minimize energy consumption.

2.3 Ethical Business Conduct

- **Fair Competition**

The standards of fair business, fair advertising and fair competition must be observed. In addition, the applicable antitrust laws must be applied, which in

particular prohibit agreements and other activities that influence prices or conditions in dealings with competitors.

- **Confidentiality/Data Protection**

The supplier undertakes to meet the reasonable expectations of its client, suppliers, customers, consumers and employees with regard to the protection of private information. The supplier shall comply with data protection and information security laws and government regulations when collecting, storing, processing, transmitting and disclosing personal information.

- **Intellectual Property**

Intellectual property rights shall be respected; technology and know-how transfers shall be made in a manner that protects intellectual property rights and customer information.

- **Integrity/Bribery, Taking Advantage**

The highest standards of integrity must be applied in all business activities. The supplier shall have a zero tolerance policy in prohibiting all forms of bribery, corruption, extortion and embezzlement.

3. Implementation of Requirements

We expect our suppliers to identify risks within their supply chains and to take appropriate measures. In the event of suspected violations and to safeguard supply chains with increased risks, the supplier will inform the company promptly and, if necessary, regularly about the violations and risks identified and the measures taken.

The company checks compliance with the standards and regulations listed in this document using a self-assessment questionnaire. Depending on the risk assessment, the company may request certification regarding compliance with the human rights and environmental standards owed under the law.

If a violation of the regulations of this Code of Conduct is identified, the company will immediately notify the supplier in writing within one month and set an appropriate grace period for the supplier to bring its conduct into compliance with these regulations. If a remedy is not possible in the foreseeable future, the supplier shall notify the company immediately and, together with the company, draw up a concept with a timetable for ending or minimizing the violation. If such a violation has occurred culpably, if the grace period expires fruitlessly or if the implementation of the measures contained in the concept does not result in a remedy after the expiration of this schedule and if a continuation of the contract until the ordinary termination is unreasonable for the Company and no milder remedy is available, the Company may terminate the business relationship and terminate all contracts after the fruitless expiration of the set grace period if it has threatened to do so when setting the grace period. A statutory right to extraordinary termination without granting a grace period, in particular in the case of violations that are deemed to be very serious, shall remain unaffected, as shall the right to claim damages.

4. Knowledge and Agreement of the Supplier

By signing this document, the supplier undertakes to act responsibly and to comply with the principles/requirements listed. The supplier undertakes to communicate the contents of this code to employees, agents and subcontractors in a manner that is comprehensible to them and to take all necessary precautions for the implementation of the requirements.